

IN THE CLAIMS

21. (Currently Amended) A towel having a graphic impression, produced by:  
weaving a towel on a Dobby loom using at least two different colors of yarn, such that a border having a first color is woven adjacent each edge of said towel, on one side thereof, and a border having a second color is woven adjacent each edge two selvage edge portions and two dobby edge hem portions of said towel on the other side, said towel having a central area woven within said borders on both said one side and said other side, said central area on said other side is woven with said first color, said central area on said one side is woven with said second color,  
shearing said side one side to a height of about 75 to about 95% of the height of said other side;  
blooming said one side such that a graphic impression can be intensely applied thereto; and  
forming a graphic impression in said central area on said one side,  
wherein said towel retains its preprinted water absorbency characteristics.
22. (Previously Added) The product of claim 21, wherein said forming is by screen printing, image dyeing, digital imaging, or heat transferring.
23. (Previously Added) The product of claim 21, wherein said border on said one side and said central area on said other side having said woven first color is a dark color, whereas said border on said other side and said central area on said one side is a light color.
24. (Previously Added) The product of claim 23, wherein said graphic impression has at least two different colors, neither being said first nor said second color.

25. (Previously Added) The product of claim 23, wherein said border shape is selected from the class of rectangular shape, circular shape, oval shape, square shape, and irregular shape.
26. (Previously Added) The product of claim 25, wherein said border is solid or a pattern.
27. (Previously Added) The product of claim 26, wherein said pattern is selected from the class consisting of stripes, dots, names, silhouettes of sport players, animal shapes, corporate logos, or university mascots.
28. (Cancelled)

REMARKS

In the Advisory Action dated August 21, 2003, the Examiner maintained her rejection of each claim in the current application as being unpatentable over Hobson in view of Carpenter et al. The Examiner sets forth many of the features of both Hobson and Carpenter et al. and concludes that it would have been obvious of one of ordinary skill in the art to chose various printed designs, as well as chose where to place the printed image on the Hobson product to create various printed products which are visually and aesthetically pleasing to consumers. In light of the amendment to independent claim 21 and the comments presented hereto, this rejection is respectfully traversed.

Applicant has amended independent claim 21 so as to now recite the additional limitation of having “two selvage edge portions and two dobby edge hem portions.” Support for this new limitation can be found in the application as filed on page 6, paragraph 3. It is noted that neither Hobson nor Carpenter disclose the edge portions that surround the outside of the border as recited in either reference. Therefore, the Applicant submits that because the references cited by the Examiner do not teach this additional limitation, independent claim 21 and the dependent claims stemming therefrom are in a condition of allowance.

Additionally, the Applicant has amended claim 21 so to include the additional limitations of “shearing said side one side to a height of about 75 to about 95% of the height of said other side” and “blooming said one side such that a graphic impression can be intensely applied thereto.” Support for this limitation can be found in the application as filed on page 11, paragraph 3. As noted therein, by shearing said one side to this length, and blooming the sheared loops, the applicant is able to create an article that more readily accepts a transferred graphic impression. Surprisingly, the sheared and bloomed loops retain their preprinted water absorbency, even after the transfer of the graphic impression. Normally, a post-printed article will lose much of its inherent absorbing

characteristics after a graphic image is applied to it. While not wishing to be bound by any particular theory, the Applicant believes that this is due to the dried inks of prior art graphics sealing the surface fibers of the otherwise porous woven article. However, when the graphic image is applied after a shearing and blooming process as in the current invention, the dyes are more readily accepted into the interior of the fibers, such that when the dyes dry, they do not seal the outer surface of the porous textile fibers. In this way, the article of the current invention is able to maintain its absorbency. Additionally, by allowing the dyes to be accepted into the interior of the fibers, the current invention creates a more vivid graphic than is achievable in woven articles known in the prior art.

Applicant maintains that the combined references of Hobson and Carpenter do not disclose all the limitation of Applicant's invention, even without the newly added limitation. Claim 21 starts by calling for weaving a towel on a dobby loom using at least 2 different colors. While Hobson teaches the use of a dobby loom in the production of his fabric, Carpenter, on the other hand prefers the use of a jacquard loom as item 26. It is unclear how the Examiner intends to combine Carpenter with Hobson since the two inventions each disclose and prefer the use of different weaving looms. These teachings are like oil and water and are not meant to be mixed.

Claim 21 calls for a border having a first color that is woven adjacent each edge on one side of the towel. Neither Hobson nor Carpenter has this feature. The Examiner notes that Hobson has a product that can have blue floral "borders" on one side and gold floral "borders" on the opposite side. However, these are not borders. These are merely stripes. A border is something that goes continuously around the entire edge of the product, as clearly set forth in Claim 21. Claim 21 states that the border is adjacent "each edge". It is clear that the floral stripes of Hobson are only adjacent 2 edges but are not adjacent the third and fourth edge of a two-dimensional product. Furthermore, there is no way one skilled in the art can modify Hobson or Carpenter and place a "border" on all edges without totally ignoring the teachings of these references.

Claim 21 continues by stating that a border having a second color is adjacent each edge of the towel on its other side. Again neither Hobson nor Carpenter has this for the same reason set forth above, i.e., Hobson/Carpenter teaches stripes but not borders adjacent “each edge” of the towel.

Claim 21 continues by stating that the towel has a central area within the borders on both sides of the towel. While there is central area in any two-dimensional product, this central area claimed in Claim 21 must be within the borders. The lack of borders by both Hobson/Carpenter makes the location of the central area on the towel unclear to those skilled in the art.

Claim 21 continues by stating that the central area on one side is in a first color while the central area on the other side is in a second color. Neither Hobson nor Carpenter teach that the color on a towel is such that the central area on a first side and the borders on the second side are of one color while the central area of the second side and the borders of the first side are of a second color. This is how Devant sets up the Dobby loom to make the Edge towel.

Lastly, Claim 21 calls for forming a graphic impression in the central area on one of the sides. Neither Hobson nor Carpenter has a graphic impression in the central area. As stated clearly in the response of November 20, 2002 both Hobson and Carpenter print a design on the warp fibers only of a product to be woven. This does not teach Applicant’s invention.

By utilizing the color scheme in claim 21, other objects of the invention can be achieved. This article employs dobby weaving to create an article with a central light colored area, surrounded by a dark border. A design can be printed in the light colored central area of the first side. The dark colored border surrounding the light central area is capable of masking any printed pattern that might overlap onto the border from the central area. This eliminates the need for precise alignment and monitoring that is

mandatory in the preprinted filament process. This scheme is present in claim 21, and is also further defined in claim 23.

On page 2, paragraph 2 of the Advisory Action, the Examiner states that in the present case the final product, i.e. a towel with graphic impression, would be produced whether the yarn was printed before weaving or the fabric is woven and then printed. While this statement by the Examiner is in effect trying to explain that product by process claims are looked at differently by the Patent Office, it does not mean that it is obvious to those skilled in the art that yarns that are printed before woven or fabric is woven and then printed are equivalent. In fact, if this were true, then at least one of Hobson in view of Carpenter ought to disclose this feature. The lack of prior art illustrating an invention in which the fabric is woven and then printed is surprising. All along, Applicant has been criticizing the application of Hobson and Carpenter relative to the present invention. Simply put, if this is the best prior art the Examiner can find relative to the present invention, the present invention sets forth many features not disclosed by these references which are relevant to the patentability of the claims as explained previously.

In view of the above remarks and the amendment to independent claim 21, it is submitted that the present application places the claims in condition for allowance and such is earnestly solicited.

Respectfully submitted,



Gregory M. Clements  
Attorney for Applicant  
Registration No. 30,713  
DOUGHERTY, CLEMENTS & HOFER  
1901 Roxborough Road, Suite 300  
Charlotte, North Carolina 28211  
Telephone: (704) 366-6642  
Facsimile: (704) 366-9744

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